



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**COIN SYSTEM MAINTENANCE
CATS TORFP PROJECT K00P6201052**

DEPARTMENT OF NATURAL RESOURCES

ISSUE DATE: 9/7/2006

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	COIN System Maintenance
Functional Area:	Systems/Facilities Management and Maintenance
TORFP Issue Date:	09/07/2006
Closing Date and Time:	10/02/2006 at 9:00 AM
TORFP Issuing Agency:	Department of Natural Resources (DNR)
Send Questions and Proposals via e-mail:	To: Penny Bates - pbates@dnr.state.md.us Cc: John Lacsny - jlacsny@dnr.state.md.us
TO Procurement Officer:	Dawn Myers Office Phone Number: 410-260-8033 Office FAX Number: 410-260-8347
TO Manager:	John Lacsny Office Phone Number: 410-260-8377 Office FAX Number: 410-260-8373
TO Project Number:	K00P6201052
TO Type:	Fixed price and time & materials
Period of Performance:	1 year base beginning on November 1, 2006 with three 1 year renewal options
MBE Goal:	10 percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	Contractor Site
TO Pre-proposal Conference:	Department of Natural Resources 580 Taylor Avenue – C1 Conference Room Annapolis, MD 21401 9/18/2006 at 1:30 PM See Attachment 6 for instructions and directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DNR's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state "CATS TORFP K00P6201052 Proposal". The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # K00P6201052 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # K00P6201052 Financial". The proposal documents that must be submitted with a signature, Attachment 2 - MBE Forms D-1 and D-2 and Attachment 4 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace web site at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.06.03 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 580 Taylor Avenue, Annapolis, MD. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Department of Natural Resources is issuing the CATS TORFP to obtain maintenance and custom support for DNR's Customer Oriented Information Network (COIN) System. Maintenance support includes help desk support, hardware maintenance coordination, software maintenance, contract management, and Contractor transition support (if necessary). Custom support includes technical services not included in maintenance such as software enhancements and training.

2.1.2 REQUESTING AGENCY BACKGROUND

The Department of Natural Resources preserves, protects, enhances, and restores Maryland's natural resources for the wise use and enjoyment of all citizens.

DNR's Licensing and Registration Service (LRS), headquartered in Annapolis, develops policy and administers: sport licenses (hunting and fishing); boat titling and registration; commercial tidal fish licenses; and several small, miscellaneous licenses and permits. LRS currently offers these sales through Regional Service Centers (RSCs) and Sport License Agents (Agents).

RSCs are staffed by LRS and are full sales and service providers. The seven strategically located RSCs are in: Annapolis, Bel Air, Centreville, Cumberland, Dundalk, Prince Frederick, and Salisbury. The RSCs also manage Sport License Agents and Boat Dealers located in their geographic territories.

Agents are independently owned and operated businesses licensed through LRS to provide some of its services to the public. There are approximately 270 Agents dispersed throughout Maryland and one in Delaware. While some of the Agents are affiliated with large corporations (i.e. Wal-Mart, Kmart), many are small, independent businesses. Some Agents are only authorized to register animals harvested by hunters and are referred to as Check Station Agents. For the purposes of this document, the term "Agent" will refer to both type of agents (unless otherwise specified). Note: In 2005, DNR implemented a separate system that allows hunters to check in their harvest via the telephone or internet. This eliminated the use of COIN to collect harvest information and therefore, the approximately 40 Check Station Agents. Though highly improbable, DNR reserves the right to reinstitute harvest check in through COIN in some form or another at any time. If this were to happen, Contractor involvement, if any, for the initial reinstatement, maintenance, and enhancements would be considered custom support and be on a time & materials basis.

2.1.3 PROJECT BACKGROUND

The mission critical functions of LRS are supported by the COIN system. COIN was developed as a result of a competitive procurement won by Maryland based System Automation, which has maintained it as a primary or sub-contractor since its December 1996 inception. Currently, the COIN maintenance TSP contract is with ACS State and Local Solutions, which is using System Automation as a sub-contractor.

Basically, COIN provides the capability for: sport license sales by RSCs and Agents; harvested animals registration by Check Stations (currently not used); boat titling and registrations, commercial tidal fish licenses, and the sale of miscellaneous items by RSCs only. COIN also provides administrative support by LRS and DNR's Information Technology Services (ITS), and consolidated data and reporting services for DNR in general. DNR owns all hardware associated with the COIN system. This includes the COIN equipment located at Agents, DNR RSCs, DNR Headquarters and LRS offices, and System Automation.

DNR also owns all rights to the COIN application software including any modifications and enhancements, current COIN application images, source code, and all documentation associated with the development and ongoing support of the COIN system. DNR also owns the licenses for all purchased Commercial Off-The-Shelf (COTS) software residing on the COIN equipment.

2.1.4 OPERATING ENVIRONMENT

COIN is based on client/server, distributed system architecture. COIN is supported through the following:

1. Distributed point-of-sale (POS) systems at Agent sites
2. Networked POS systems at RSC sites
3. Regional servers at most RSC sites
4. COIN network and servers software
5. POS workstation software
6. COIN databases
7. System interfaces
8. User interfaces
9. Administrative interfaces

Exhibit A shows a diagram of the COIN Network.

Exhibit C lists the COIN equipment and its components. A description follows.

2.1.4.1 Distributed POS systems at Agent sites

Agents are provided a DNR owned POS system consisting of a Dell custom packaged personal computer with CPU, monitor, keyboard with custom keys and magnetic strip reader, and laser printer. The magnetic strip reader is used to swipe a MD driver's license and retrieve the data encoded on the magnetic strip. The printer is used to print various license forms and reports. The configuration does not include a cash drawer. Note: The Maryland Motor Vehicle Administration (MD MVA) changed the design of the driver's license card to include a 3D barcode instead of the magnetic strip. This has rendered the magnetic strip readers useless.

Precautions have been taken to reduce the risk of viruses and unauthorized activity and access on these computers. Since POS workstations are locked into COIN application activity only, operators cannot access the Internet. There is no floppy, CD ROM, or DVD drive, and the USB port is disabled. COIN uses a nightly store and forward process to transmit sales data and update POS software. Therefore, only a brief dial-up connection to DNR's COIN network is required. This "Nightly Agent " process is described in the System Interfaces section.

2.1.4.2 Networked POS systems at RSC sites

A RSC site POS workstation is identical to an Agent POS workstation, except that it also includes a mouse, an integrated cash drawer, and a 2D bar code reader (to scan bar-coded documents). RSC POS workstations are connected to DNR's wide area network (WAN) and thus can directly access and immediately update the central COIN database.

2.1.4.3 Regional servers at most RSC sites

All RSC locations (except Dundalk) are equipped with servers connected to the DNR WAN. The Bel Air RSC server handles Agent transactions from the Dundalk RSC territory. The main purpose of these servers is to gather and temporarily store data retrieved from the Agents in their territory using XcelleNet RemoteWare. These servers are also used to send software updates to Agents POS machines.

Each server has an AccelePort Remote Access Server (RAS) card with four modems to support this communication. One of the modems on the Annapolis RSC server is reserved for the incumbent (and future) contractor to dial into for support access to the COIN network.

Two other identical servers exist. One is located at the incumbent contractor's location for development and test purposes. It is also used to dial into the Annapolis RSC server to gain access to the COIN network. The other server is used by the DNR's ITS group for testing and access to the other RSC servers.

2.1.4.4 COIN network and server software

DNR's WAN is comprised of two separate network domains: the COIN domain (reserved for the operation of COIN) and the domain used for all other DNR computer networking. The two domains share a high-speed backbone, but do not share a trusted connection. The COIN domain does not have Internet access. In addition to the RSC servers and the RSC POS workstations, the COIN domain includes: 1) the COINDC server that is the domain controller for the COIN network, and 2) the LRS server that houses the COIN databases. All servers in the domains run Microsoft Windows 2000 operating system that DNR may upgrade to Windows 2003 within the next 12-24 months.

The servers at the RSCs run the server portion of RemoteWare to support communications to all Agent POS workstations and other servers. All communications through RemoteWare are performed using ASYNC protocol.

Microsoft Software Update Services (SUS) version 1.0, running on the COINDC server, is used to deploy the latest Windows 2000 critical and security updates to the RSC servers. These updates are manually applied to the COINDC and LRS servers. Symantec's AntiVirus version 8.x runs on all COIN domain servers, with updates being pushed out from COINDC to the same machines by AntiVirus Management Agent.

The COIN network, COINDC server, AntiVirus, and SUS are maintained by DNR.

2.1.4.5 POS workstation software

The COIN application software supporting the POS functions is Windows-based, operating under Microsoft Windows 2000. The custom software applications were developed using PowerBuilder 6.5 for the client/user interface.

The underlying database management system for the POS devices is Sybase Adaptive Server Anywhere. Each POS system runs the client portion of IAnywhere RemoteWare. Note: The RSC POS workstations do not use RemoteWare, but have it to allow the use of only one base software image for the two types of workstations.

The incumbent contractor maintains the POS workstation software image. It includes a baseline image of the COTS and COIN software (except Symantec AntiVirus). When a workstation is taken out of service, any sales transactions that have not been forwarded are saved and the hard drive is cleared off, and refreshed to this base image. Then it is brought up-to-date by adding any software changes that have been added since the image was made. Before it is deployed, it is configured as a specific RSC or Agent machine. The configuration and deployment is performed by the incumbent contractor for replacement machines and by DNR for machines for new agents or additional RSC machines.

DNR adds and maintains Symantec AntiVirus software on all RSC POS workstations. The AntiVirus Management Agent is used to deploy the latest AntiVirus updates to the RSC POS workstations. SUS is used to deploy Windows 2000 critical and security updates.

Due to the use of ASYNC protocol, the Agents POS workstations have been determined to be highly unlikely recipients of viruses. Thus, they currently do not have anti virus software protection and are not receiving Windows 2000 updates (unless required by the COIN application).

Exhibit D lists the software running on each type of machine in COIN.

2.1.4.6 COIN databases

Currently, four databases are used by DNR to support the COIN system: a primary or production database, two test databases, and a reports database. In addition, the incumbent support contractor has a test database.

The COIN production database is SQL Server 2000 based and resides on the LRS Server in the COIN domain located at DNR Headquarters in Annapolis. The database contains approximately 120 tables with 1100 columns. These include transaction tables and many small code lookup tables. LRS and ITS staff use this database to perform centralized business and system functions to support the daily operation of COIN. DNR is responsible for maintaining the LRS server.

DNR is responsible for maintaining the COIN production database with respect to the typical administration duties of performance measurement, tuning, etc. The incumbent support contractor provides database table changes to DNR via scripts as part of application fixes or enhancements. The DNR Database Administrator (DBA) then executes the scripts to make the actual changes to the production database.

The two COIN test databases are copies of the production database and also reside on the LRS Server. These databases are refreshed as needed from the production database. The COIN test databases are maintained by DNR.

The reports database resides on a server on the DNR central (not COIN) domain located at DNR Headquarters in Annapolis. It consists of some of the tables from the production database and some that were created by DNR. It is refreshed nightly from production to keep it current. Most COIN reports are run against this database so as to not affect the performance of the production database. The COIN report database is maintained by DNR.

In addition, the incumbent contractor maintains a copy of the COIN production database on a server at its own location. Upon incumbent contractor request, DNR provides a current copy of the production database to refresh this database. It is used for test, development, and support purposes. The incumbent contractor maintains this test database.

2.1.4.7 System interfaces

Interactions between internal subsystems or with external systems are initiated only by batch jobs. RemoteWare software schedules most COIN production jobs. System interfaces can be separated into two categories: internal and external.

Internal interfaces: To keep the Agents POS machines and the COIN database updated, a series of internal interfaces are used. This “Nightly Process” is described below.

1. Using RemoteWare, each RSC server dials the POS machine of each Agent in its territory to execute its Nightly Agent process.
2. Using RemoteWare, the Nightly Agent process transfers updated software and tables (when necessary) from the RSC server, performs maintenance tasks, and transfers daily Agent POS transaction files and specific records (when necessary) to the RSC server.
3. Using RemoteWare, the Annapolis RSC server collects the daily Agent POS transaction files from each of the RSC servers and groups them together. It also sends software and table changes to each of the RSC servers for subsequent distribution to Agents.
4. On the LRS server, the daily Agent POS transaction files are checked for accuracy. Those that pass are imported into the COIN database. The failed ones are sent back to the Annapolis RSC server for subsequent DNR review. Database table changes are also sent to the Annapolis RSC server for subsequent distribution to the other RSC servers.

External interfaces:

1. **Internet and phone sales data.** Every evening, DNR runs a series of jobs that retrieve internet and phone sales data from a 3rd party contractor (Automated Licensing Systems), and places them on the RSC Annapolis server. These files are in the same format as those coming in from the Agents. They get grouped with the Agents files and become part of the normal daily import into COIN process. **Note:** The internet and phone sales data import process is DNR’s responsibility, not Contractor’s.
2. **MVA data.** Once a week, DNR runs a job that extracts the driver license numbers of all LRS customers with a Maryland driver license from COIN into an ASCII file. DNR transmits this file to the Maryland MVA system, which then creates an ASCII file of the name and addresses

corresponding to the driver license numbers. A batch job is run by DNR to import the resulting MVA file into COIN, replacing the customer name and address data with that from MVA (deemed to more accurate and current). **Note:** For various reasons, DNR stopped running these jobs in 2004. DNR reserves the right to resume running them at any time in the future if it chooses.

3. **Zip code data** – The current contractor purchased 3rd party software to provide zip code table updates on a quarterly basis. When one becomes available, the contractor retrieves it, places it in a common file area on one of its servers, and notifies DNR. DNR uses FTP to retrieve the zip code table from the contractor, clears out the existing COIN zip code table, and replaces it with the new one.

2.1.4.8 User Interfaces

COIN users are Agents and DNR employees who enter and/or retrieve data from COIN. There are several interfaces for COIN users.

1. Customer Information Module – used by LRS to maintain centralized information about LRS customers (hunters, fishermen, boaters, etc.). Agents and LRS representatives enter data for new LRS customers through transactions in the other modules.
2. Sport Licensing Module – used by LRS and Agents to issue hunting and sport fishing licenses and permits.
3. Commercial Licensing Module – used by LRS to manage licenses issued for commercial fishing and related activities.
4. Vessel Management Module – used by LRS to manage boat titling and registration.

2.1.4.9 Administrative Interfaces

COIN has two modules that contain administrative type features: the Administrative Module and the Representative Module.

The Administrative Module is used by DNR LRS and ITS to:

1. Manage standard codes and policy rules tables (account codes, fund sources, administration action code types, counties, exemption codes, fuel type, etc.) used throughout the COIN database to facilitate changes.
2. Maintain the other COIN modules (Hunting, Fishing, Off-Road, Dealer, Commercial, Vessel and Miscellaneous)
3. Maintain the transaction items of the COIN system (Hunting, Fishing, Vessel, Commercial, Off-Road, Dealer, and Miscellaneous items)
4. Manage (add/delete/edit) the questions that are asked when a customer applies for a hunting or fishing license. These questions are asked for legal, survey, or donation reasons.
5. Initiate Electronic Funds Transfer (EFT) batch job that calculates and electronically notifies any Agents with balances due DNR, and the Zip code Import batch job. All other scheduled batch jobs are done through RemoteWare
6. Maintain COIN application users/passwords and grant or revoke access to the entire application or to individual functions.

The Representative Module of COIN is used by LRS and ITS to:

1. Manage COIN representative (RSCs, Agents, and Boat Dealers) information.
2. Manage the inventory for those items sold through COIN (i.e. waterfowl stamps, boat decals, fishing decals, etc.).

2.2 TECHNICAL REQUIREMENTS

The work to be accomplished under this task order consists of the following subtasks:

1. Provide Help Desk support.
2. Coordinate hardware support.
3. Provide software maintenance.
4. Provide contract management.
5. Provide custom support services.

These tasks come under two different categories and payment types:

1. Maintenance Support. These services will be covered under a standard maintenance contract for a fixed monthly fee. Services 1 through 4 are in this category.
2. Custom Support. These are services that are requested by DNR, but not covered by the standard maintenance contract. They will be on an as requested basis. Contractor will provide an estimate based on hourly rates established in the CATS Master Contract. Number 5 above is in this category.

2.2.1 PROJECT APPROACH

In order to meet the project's objectives, the deliverables below must be met.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

Note: Agency reserves the right to contract for one, some, or all of the defined deliverables for the base year and option years 1, 2, and 3.

Contractor shall provide the following:

2.2.2.1 Help Desk support

Contractor shall operate and maintain a Help Desk accessible through a toll-free phone number for the purpose of providing assistance to COIN users (DNR LRS personnel and Agents). The Help Desk hours of operation shall be at a minimum from 8:30 am to 5:00 pm EST, Monday through Friday, excluding State holidays. Contractor shall provide Help Desk staff with sufficient knowledge of the underlying technology and functionality of COIN to facilitate acceptable Help Desk customer support. Contractor shall provide a response (not necessarily a resolution) within four business hours of receiving the request.

Activities of the Help Desk shall include, but are not limited to, the following:

1. Problem troubleshooting with regard to COIN hardware and software. Either resolve problem or request additional assistance from the party responsible for the next level support. Track problem until resolved. An example would be if a problem is discovered with a RSC server hard drive, call the company responsible for the actual repair (currently Multimax) and then follow up until problem is resolved.
2. Operational assistance for users of the COIN application regarding hardware and application software functionality. However, Agents with questions regarding various DNR policies are to be referred to their associated DNR Regional Service Center.
3. Enter the specifics of all calls to the Help Desk into an incident/request tracking system owned and operated by Contractor. This system shall contain at a minimum the following information: date incident opened, date incident closed, type of incident (i.e. HW-CPU, software), status, priority, location information (agent # or RSC, name and address), workstation identification number, problem description (short and long), and problem resolution description.
4. Log requests from DNR for corrections and enhancements to COIN into Contractors incident/request tracking system.
5. Provide the DNR ITS License Systems Program Office team read-only access to the Contractor incident tracking system via the web, if available.

To help gauge the level of activity the Help Desk may experience, **Exhibit B** summarizes and categorizes the incidents logged by the incumbent COIN support contractor during the 2005 calendar year. Including agents and RSCs, there are approximately 300 COIN workstations in use. That number is not expected to change significantly over the life of this contract.

2.2.2.2 Hardware support

Once notified by Contractor's Help Desk that a COIN hardware issue exists, Contractor is to coordinate replacement and repair activities.

COIN equipment consists of servers, desktops, and printers. There are three basic types of equipment to be supported by Contractor:

1. Agent POS Workstations consisting of CPU, monitor, custom keyboard, printer, and surge protector.
2. RSC POS Workstations are the same as the Agent POS workstations. However, they also have a mouse, 2D scanner, validation (receipt) printer, and a cash drawer for which Contractor shall be responsible for the troubleshooting, but not the repair.
3. RSC Servers consisting of CPU, monitor, mouse, standard keyboard, tape drive, four modem RAS card, and Uninterrupted Power Supply (UPS).

Exhibit C lists the quantity, specifications, and locations for each of the equipment types.

DNR shall elect and pay for any hardware maintenance coverage (i.e. warranty, 3rd party maintenance, time and materials), if any, and its providing company, separate from this contract. COIN components not listed (e.g. network equipment) are maintained by DNR via a separate maintenance contract. Currently, all COIN Servers are under maintenance contract with Multimax. Currently, none of the COIN POS Workstations are under maintenance contract, since a large number of spares (approximately 100) are available. DNR will advise Contractor of any changes with respect to equipment maintenance contracts.

Contractor shall maintain (at Contractor site) an inventory of 20 spare DNR owned POS Workstations, printers, and surge protectors. This initial inventory and any subsequent backfilling will be supplied by DNR. The target quantity of 20 may be adjusted higher or lower if agreed to by both Contractor and DNR. This equipment will be used by Contractor to replace any defective agent and RSC POS equipment.

Note: DNR shall be responsible for configuring and deploying POS workstations to **new** Agents and any workstations **added** to existing RSC sites or Agents. It is Contractor's responsibility to clear and image all POS workstations. However, Contractor shall share specifics of the technology and procedures of imaging with DNR so that DNR has the option to clear and image workstations being returned to DNR's spare inventory. DNR may choose to acquire any equipment or software needed to do this.

In addition, DNR shall provide Contractor a server identical to an RSC server, to be used for development, testing, and/or communications as required for COIN support. It is Contractor's responsibility to maintain operating system security updates and virus protection software updates for this machine and any of its own that have the possibility of introducing a virus to the COIN system. DNR elects to have Contractor use a Remote Access Server (RAS) to provide remote access support.

Once Contractor Help Desk reports a hardware problem, actual maintenance shall be handled as follows:

1. RSC server: Contractor shall immediately begin troubleshooting and within 2 business hours notify the company providing maintenance service (currently Multimax), if necessary. Contractor will then monitor progress to ensure repair is completed in accordance with the terms of the contract with the maintenance service provider.
2. POS workstation base unit (CPU, hard drive, etc.): if Contractor determines it must be replaced, Contractor shall:
 - a. Remove a replacement from Contractor spares inventory (owned and provided by DNR).
 - b. Ensure the workstation has the latest COIN software application image.
 - c. Add any application or table updates needed to bring it up to the current level.
 - d. Register it with the appropriate RSC RemoteWare server.
 - e. Ship it to the Agent or RSC location. If it's to a RSC location, DNR will install operating system updates and add Norton AntiVirus.
 - f. Provide set-up instructions (if necessary).
 - g. Upon receipt of the damaged unit, if it's from an Agent, remove any unprocessed COIN transactions from the hard drive and transmit them to the appropriate RSC server via RemoteWare.
3. POS workstation peripheral (monitor, keyboard, printer, etc.). If a replacement is needed, Contractor will pull it from Contractor inventory and ship it to the Agent or RSC.

4. For any POS equipment replacement needed, Contractor will pull a replacement from spares inventory, configure it as necessary, and ship it prepaid overnight within one workday (8:30 AM to 5:00 PM) of Help Desk notification. Contractor will also pre-pay the postage for the Agent or RSC to return the malfunctioning equipment (overnight delivery not required). Contractor will then examine the returned equipment and determine whether to fix it itself (for minor, obvious, easy to fix items) or to call the Hardware Maintenance provider to fix or replace. If equipment is not covered by maintenance contract, notify DNR to determine its fate (i.e. repair on a T&M basis or dispose). If fixed, return it to spare parts inventory.
5. Contractor Help Desk shall be notified when task is complete, with the details of any pertinent activity and hardware replacements (i.e. Equipment type, serial#, location) that may have taken place. The Help Desk will update its incident tracking system and notify DNR within one workday of these changes so the DNR equipment list can be adjusted. Likewise, DNR will notify Contractor within one workday of any equipment changes or movements it makes.

2.2.2.3 Software maintenance

Because COIN has been in operation for almost eight years, it is very reliable and stable from an application software standpoint. In 2005, there were less than 10 incidents reported that required some type of software maintenance modification, all minor. These incidents are expected to remain at a low level for the life of the contract. However, knowledge of the system and the ability to quickly and successfully handle any issues that may arise is of utmost importance. Contractor shall provide problem determination, correction of software defects, and user assistance for the COIN application. Contractor shall maintain any COIN test database(s) physically located at its site. Contractor is responsible for corrections to the production database structure. In this event, Contractor shall provide database update utilities for DNR support personnel to execute to correct the problem. DNR maintains all databases physically located at DNR. DNR is also responsible for routine database maintenance such as performance monitoring and tuning.

Contractor shall maintain a staff of programmer/analysts with sufficient knowledge of COIN underlying technology and functionality to facilitate effective system and program modifications and enhancements. Extensive knowledge and experience (three plus years) in systems development and maintenance using Sybase PowerBuilder 6.X in a MS SQL Server database environment is essential.

Contractor shall also maintain IAnywhere's RemoteWare, the communication software that is used for communicating information, and transferring data to and from the COIN servers, POS equipment, and Contractor. Contractor shall be responsible for maintaining and upgrading the software as required for the COIN application. DNR owns the RemoteWare licenses and will be responsible for renewing and paying for the maintenance contract with IAnywhere as contracts expire.

Contractor shall obtain and provide zip code table updates from the U.S. Postal Service (or 3rd party software company) to DNR within two weeks of their release by the supplier. These updates shall be provided on a minimum of a quarterly basis and in a manner similar to how they are provided by the current contractor.

In the event the service provider chosen for software maintenance is not the same as the one chosen for hardware maintenance and/or Help Desk, DNR shall provide Contractor a server identical to an RSC server, to be used for development, testing, and/or communications as required for COIN support. It is Contractor's responsibility to maintain operating system security updates and virus protection software updates for this machine and any of its own that have the possibility of introducing a virus to the COIN system. DNR elects to have Contractor use a Remote Access Server (RAS) to provide remote access support.

Contractor shall deliver the following items with each software fix made as applicable:

1. The software correcting the identified problem to DNR for acceptance testing, approval, installation, and distribution to POS workstations (if required).
2. Once accepted by DNR, provide DNR an electronic copy of all associated source code, images, and documentation that have been modified as part of the fix.

2.2.2.4 Contract management

Under this procurement, Contractor will provide a Contract Manager to interface with DNR Project Manager when necessary, oversee Contractor resources, perform contract management, provide required reports, provide estimates for non-standard requests, and resolve issues as required.

Contract Manager will prepare and deliver a report to DNR on a quarterly basis that provides the following for that quarter:

1. Details of all incidents logged with the Help Desk during that quarter and those from any previous quarter that are still open or have been closed in the current quarter, including at a minimum, the following information: date incident opened, requestor (agent name, DNR RSC, or DNR employee), date incident closed, type of incident (i.e. HW-CPU, software), status, short description of the problem, and short description of problem resolution.
2. An accounting report for the current reporting period and a cumulative summary for both the current and previous reporting periods. The report shall include amounts invoiced-to-date and paid-to-date.

These reports must be delivered electronically within 10 business days of the end of the respective period.

2.2.2.5 Custom support

For matters not covered under Standard Maintenance Services, Contractor may be asked to provide DNR with support of a technical nature. DNR will provide a Statement of Work describing the work requirements. Examples of such services are:

1. Custom programming services for enhancements
2. On-site support
3. Training
4. Upgrades/updates required to support a system, network, or environment reconfiguration (i.e. upgrade to Windows 2003 on COIN servers and RSC POS workstations)
5. Non standard “phase-out” activities requested of the incumbent Contractor in the event the COIN Maintenance contract is awarded to a different contractor in a subsequent bid.

All development activities are subject to standard life-cycle activities (analysis, Joint Application Development, unit and end user acceptance testing, debugging, etc.). All development must conform to existing COIN programming standards and naming conventions, and be of sufficient quality to facilitate future maintenance by another contractor or DNR IT staff.

Upon DNR request via a Statement of Work, Contractor will provide a Custom Support Proposal that specifies details of the custom services work to be provided, a plan and schedule for completion, and an estimate of the associated fee based on hourly rates set forth in the CATS Master Contract. Contractor shall provide this proposal no later than ten workdays after DNR’s request. There shall be no charge for this proposal.

Upon DNR acceptance of the custom support proposal, Contractor shall proceed to implement the custom support solution as described in the proposal.

Contractor shall provide the following items with each custom solution provided as applicable:

1. The custom software in the form of a script needed to change or enhance COIN per the proposal to DNR for acceptance testing.
2. Once accepted by DNR, provide DNR an electronic copy of all associated source code, scripts, workstation images, documentation, etc. that have been modified as part of the enhancement (if applicable).

For any major software enhancements, Contractor shall prepare and provide to DNR the following electronic documentation to be delivered no later than five workdays after the enhancement is put into COIN production.

1. Requirements documents.
2. Module design narratives.
3. Program specifications.
4. Commented source code.
5. Data dictionary definition and element descriptions.
6. Table definitions and element descriptions.
7. End user instructions.
8. Test scripts.
9. Systems operating procedures.
10. Systems security procedures.

Note: This is intended to document only the changes being made under this contract. It is not intended to be an effort to bring existing system documentation up to these standards.

Assume that any custom support effort will require, at a minimum, the following resources:

1. Custom Support Position 1: provide project management support for the effort. The percent of the total effort will vary depending on the task, but for this TORFP proposal, assume 25%.
2. Custom Support Position 2: support hardware and/or software application development and maintenance. The percent of the total effort will vary depending on the task, but for this TORFP proposal, assume 75%.

See Attachment 1C for Position Descriptions and Requirements.

For this TORFP proposal purpose only, assume 200 total hours are needed each year for custom support.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.2	Expected Completion:
2.2.2.1	Help Desk support	Ongoing
2.2.2.2	Hardware support	Ongoing
2.2.2.3	Software maintenance	Ongoing
2.2.2.4	Contract management	Ongoing, with quarterly reports
2.2.2.5	Custom support	TBD upon DNR acceptance of proposal

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must demonstrate a level of expertise in:

1. Licensing applications. Sport licensing (hunting, fishing, boat registration) applications a major plus.
2. Retail POS system development and support
3. SQL Server 2000, PowerBuilder 6.X, RemoteWare 4.X application development and support
4. Help Desk operation
5. Hardware maintenance coordination.
6. Government contract management

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- Licensing systems application development and support (2 years)
- Retail POS system development and/or support experience (2 years)
- PowerBuilder application development experience (2 years)
- SQL Server database development and support (2 years)
- RemoteWare experience (1 year)
- Help Desk operation experience (2 years)
- Hardware maintenance coordination (2 years)
- Government contract management (1 year)

2.5 RETAINAGE

Not Applicable.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.2.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Natural Resources as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized

billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the Department of Natural Resources at the following address:

Penny Bates
Management Associate
Department of Natural Resources
580 Taylor Avenue, D-4
Annapolis, MD, 21401

- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.7 REPORTING

The TO Contractor shall provide a quarterly progress report electronically to the TO Manager within 10 business days after the close of the quarter. The report shall contain, at a minimum, the following:

1. “COIN Maintenance - K00P6201052: Progress Report for mm/dd/yy – mm/dd/yy” in the e-mail subject line.
2. Help Desk activity for the quarter as described in the Contract Management Reporting deliverable.
3. Problem areas requiring special attention of TO Contractor or DNR, if any.
4. An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Attachment 12 - Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated quarterly as part of progress reporting (see Section 2.7.1).
- 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category.
- 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
- 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
 - A) Name of organization.
 - B) Name, title, and telephone number of point-of-contact for the reference.
 - C) Type, and duration of contract(s) supporting the reference.
 - D) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

F) Experience Information in State Contracts

- 1) As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:
 - A. The State contracting entity
 - B. A brief description of the services/goods provided
 - C. The dollar value of the contract
 - D. The term of the contract
 - E. The State employee contact person (name, title, telephone number and if possible e-mail address)
 - F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.
- 2) Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

G) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed.

H) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal for Fixed Price type task orders based on the Work Breakdown Structure.

- C) Attachment 1A - Completed Financial Proposal for Time and Materials type task orders based on the Work Breakdown Structure. A detailed price breakdown structure(s), for labor hours by skill category and materials that will be applied and/or acquired to meet each milestone and deliverable, and to accomplish all specified work requirements. A cumulative sum for each category (e.g., labor hours and materials) of prices and the total contract costs shall be indicated. Since the tasks, and thus the effort required is unknown at this time, use an estimate of 200 hours annually, as shown on Attachment 1A.

Proposed rates are not to exceed the rates defined in the Master Contract, but may be lower.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

1. Experience with government hunting and fishing licensing point of sale systems in general. Specific knowledge of and experience with Maryland DNR's COIN system and operating environment.
2. Qualifications of the proposed personnel meet or exceed the minimum qualifications set forth in this TORFP and the Master Contract. Specifically, experience developing and maintaining systems using SQL Server 2000 and PowerBuilder 6.X, as well as experience with RemoteWare 4.0.
3. Experience operating a help desk to support hardware and software related problems. Review of proposed Contractor Help Desk procedures. Capabilities of the request/incident tracking system and reports. Hours of operation and convenience of contacting methods (i.e. toll free number, e-mail, web site).
4. Proposed hardware maintenance operating plan, including failed POS workstation replacement procedures and repair.
5. Proposed software maintenance operating plans, including COIN change control and testing methodology, COTS upgrades and updates, and software fix response time guidelines/guarantees.
6. Proposed operating procedures for contract management, including status reports.
7. Satisfactory past performance on engagements provided as reference accounts in the Contractor's Technical Proposal to the TORFP or other engagements not provided in the Technical Proposal but known to the State, especially previous task orders prepared under the Master Contract.
8. The required level of Minority Business Enterprise (MBE) participation.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will receive greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 – FIXED PRICE PROPOSAL

FOR CATS TORFP # K00P6201052

Identification	Deliverable	Proposed Annual Price
Contract Year 1		
2.2.2.1	Help Desk Support	\$
2.2.2.2	Hardware Support	\$
2.2.2.3	Software Maintenance	\$
2.2.2.4	Contract Management	\$
	Contract Year 1 Total:	\$
Contract Year 2		
2.2.2.1	Help Desk Support	\$
2.2.2.2	Hardware Support	\$
2.2.2.3	Software Maintenance	\$
2.2.2.4	Contract Management	\$
	Contract Year 2 Total:	\$
Contract Year 3		
2.2.2.1	Help Desk Support	\$
2.2.2.2	Hardware Support	\$
2.2.2.3	Software Maintenance	\$
2.2.2.4	Contract Management	\$
	Contract Year 3 Total:	\$
Contract Year 4		
2.2.2.1	Help Desk Support	\$
2.2.2.2	Hardware Support	\$
2.2.2.3	Software Maintenance	\$
2.2.2.4	Contract Management	\$
	Contract Year 4 Total:	\$
Total Proposed Fixed Price		\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A –TIME & MATERIALS PRICE PROPOSAL
FOR CATS TORFP # K00P6201052 - DELIVERABLE 2.2.2.5: CUSTOM SUPPORT

Labor Categories	A	B	C
See Attachment 1B – Personnel Requirements	Hourly Labor Rate	Estimated Total Class Hours Annually	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories)			
Contract Year 1			
Custom Support Position 1	\$	50	\$
Custom Support Position 2	\$	150	\$
		Total Estimate Year 1:	\$
Contract Year 2 (option)			
Custom Support Position 1	\$	50	\$
Custom Support Position 2	\$	150	\$
		Total Estimate Year 2:	\$
Contract Year 3 (option)			
Custom Support Position 1	\$	50	\$
Custom Support Position 2	\$	150	\$
		Total Estimate Year 3:	\$
Contract Year 4 (option)			
Custom Support Position 1	\$	50	\$
Custom Support Position 2	\$	150	\$
		Total Estimate Year 4:	\$
Total Evaluated Price			\$

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1B – PERSONNEL REQUIREMENTS FOR T&M DELIVERABLE

DELIVERABLE 2.2.2.5 – CUSTOM SUPPORT, FOR CATS TORFP # K00P6201052

1. Custom Support Position 1:

Duties: Manage specific projects and tasks under the custom support category. Develop and provide Custom Support Proposals upon Agency request. Identify and monitor issues and risks and recommend possible solutions. Act as a facilitator between the Agency and the Contractor. Ensure that work performed is within scope, consistent with requirements, and delivered on time and within budget.

General Experience: Two years of project management.

Specialized Experience: Two years experience managing IT related development and/or support projects including one year experience with retail POS and license systems.

2. Custom Support Position 2:

Duties: Design, develop, test, and implement custom application enhancements for the COIN System. Provide documentation and training, if requested.

General Experience: Four years developing and/or maintaining software applications.

Specialized Experience: Two years experience developing and/or maintaining retail POS and license systems software applications in a SQL Server, PowerBuilder environment. One year experience with RemoteWare.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # K00P6201052

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. K00P6201052, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number K00P6201052	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # K00P6201052, I state the following:

6. Offeror identified opportunities to subcontract in these specific work categories:
7. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
8. Offeror made the following attempts to contact personally the solicited MBEs:
9. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)
- ☐ This project does not involve bonding requirements.
10. ☐ Offeror did/did not attend the pre-proposal conference
☐ No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP No. K00P6201052, it and _____,

(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # K00P6201052
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

John Lacsny, Director, License Systems The Department of Natural Resources 580 Taylor Avenue, D4 Annapolis, MD, 21404 jlacsny@dnr.state.md.us	Dawn Myers, Procurement Officer The Department of Natural Resources 580 Taylor Avenue, B4 Annapolis, MD, 21404 dgmyers@dnr.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS TORFP # K00P6201052 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor: _____ Contact Person: _____	

Return one copy of this form to the following address:

John Lacsny, Director, License Systems The Department of Natural Resources 580 Taylor Avenue, D4 Annapolis, MD, 21404 jlacsny@dnr.state.md.us	Dawn Myers, Procurement Officer The Department of Natural Resources 580 Taylor Avenue, B4 Annapolis, MD, 21404 dgmyers@dnr.state.md.us
--	---

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# K00P6201052 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2006 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, Department of Natural Resources.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

11. Definitions. In this TO Agreement, the following words have the meanings indicated:

- a. “Agency” means the Department of Natural Resources, as identified in the CATS TORFP # K00P6201052.
- b. “CATS TORFP” means the Task Order Request for Proposals # K00P6201052, dated September 7, 2006, including any addenda.
- c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
- d. “TO Procurement Officer” means Dawn Myers. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
- e. “TO Agreement” means this signed TO Agreement between Department of Natural Resources and TO Contractor.
- f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
- g. “TO Manager” means John Lacsny of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
- h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
- i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
- j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

12. Scope of Work

12.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.

12.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

12.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

13. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of insert time for performance, commencing on the date of Notice to Proceed and terminating on Month Day, Year.

14. Consideration and Payment

- 14.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 14.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 14.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to Penny Bates of the Agency.
- 14.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Natural Resources

By: Dawn Myers, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

15. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
16. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
17. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

18. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
19. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
20. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

**ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME
SUMMARY (CONTINUED)**

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT AS A .PDF FILE WITH TECHNICAL RESPONSE

ATTACHMENT 6 – PRE TO PROPOSAL CONFERENCE

Instructions:

If you plan to attend, please RSVP via email with company name and name of attendees by Wednesday, 9/13/2006 to Penny Bates at pbates@dnr.state.md.us with the following subject line “RSVP – CATS K00P6201052 Pre-Proposal Conference”.

Also, due to the potentially large number of attendees and available room size, please limit representation to only two per company. If space becomes an issue, those who did not RSVP in a timely fashion may be denied admittance.

Location:

Maryland Department of Natural Resources
580 Taylor Avenue
Tawes Building, Conference Room C-1
Annapolis, MD, 21401
410-260-8100 (Main number) 410-260-8369 (Penny Bates)

Directions from Route 50:

Eastbound take exit #24/MD-70, Westbound take exit #24A/MD-70, onto ROWE BLVD SOUTH toward ANNAPOLIS

After about a mile, turn RIGHT at a light onto TAYLOR AVE/MD-435.

On Taylor Avenue near the Naval Academy Stadium, turn into the 2nd driveway on the right, marked by a blue & gold sign as GATE #7 – GOLD PARKING, District Court, DNR, Court of Appeals ONLY”. At the top of the hill, take a ticket from the automatic gate. You will need this ticket later to pay for your parking.

Walk down the hill, cross Taylor Avenue, and enter the Tawes building through the revolving doors on the right side of the building. Stop at the guard desk to sign in. ****Please make sure to have a photo ID ready.**

The C-1 Conference Room is just past the guard’s desk on the left. Restrooms and a cafeteria are located near the lobby.

Following the conference:

Stop at the guard desk and sign out.

To pay for your parking, go back to the lot and walk to the large payment machine located prior to the walking bridge that goes from the lot to the District Court building. Insert your ticket and pay the amount due using cash or credit. The payment machine will issue you a ticket and a receipt. As you exit the lot in your car, insert that ticket into the automated gate machine.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # K00P6201052

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. John Lacsny of the Department of Natural Resources will serve as your contact person on this Task Order. John Lacsny can be reached at 410-260-8377 and jlacsny@dnr.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Dawn Myers

Task Order Procurement Officer

Enclosures (2)

cc: John Lacsny

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: COIN System Maintenance

TO Agreement Number: # K00P6201052

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: John Lacsny

_____	_____
TO Manager Signature	Date Signed

Name of TO Contractor's Project Manager: _____

_____	_____
TO Contractor's Project Manager Signature	Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.3 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Department of Natural Resources

TORFP Title: COIN System Maintenance

TO Manager: John Lacsny, Director, Licensing Systems Program Office

To:

The following deliverable, as required by TO Agreement # K00P6201052, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # K00P6201052 for COIN System Maintenance. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Dawn Myers, Department of Natural Resources on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its Department of Natural Resources (the "Department"), and _____ ("TO Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the "TO Agreement") for COIN Maintenance TORFP No. K00P6201052 dated 9/7/2006, (the "TORFP") issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor's employees and agents (collectively the "TO Contractor's Personnel") with access to certain confidential information regarding _____ (the "Confidential Information").

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor's Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor's performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel: Department of Natural Resources:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – NOTICE TO MASTER CONTRACTORS

All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. Those Master Contractors deciding not to submit a TO Proposal are required to submit the reason(s) why per Section 3.1 of the TORFP. If you have chosen not to propose to this TORFP, you must complete and email this notice to Penny Bates, pbates@dnr.state.md.us, subject line "CATS TORFP K00P6201052 Proposal No-Bid" If you are submitting a TO Proposal, we also ask that you take a few minutes and provide comments and suggestions regarding the enclosed TORFP.

TORFP Title:	COIN System Maintenance
TORFP Project Number:	K00P6201052

If you have responded with a "not submitting Task Order Proposal", please indicate the reason(s) below:

- () Other commitments preclude our participation at this time.
 - () The subject of the TORFP is not something we ordinarily provide.
 - () We are inexperienced in the services required.
 - () Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - () The scope of work is beyond our present capacity.
 - () Doing business with the State of Maryland is too complicated. (Explain in REMARKS section.)
 - () We cannot be competitive. (Explain in REMARKS section.)
 - () Time allotted for completion of a Task Order Proposal is insufficient.
 - () Start-up time is insufficient.
 - () Bonding/Insurance requirements are too restrictive. (Explain in REMARKS section.)
 - () TORFP requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - () MBE requirements. (Explain in REMARKS section.)
 - () Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - () Payment schedule too slow.
 - () Other:_____.
2. If you have submitted a Task Order Proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

Master Contractor

Name: _____ Date: _____

Contact Person: _____ Phone ____ - ____ - ____ Email _____

**ATTACHMENT 13 – TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO
WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date

EXHIBIT A – COIN NETWORK DIAGRAM

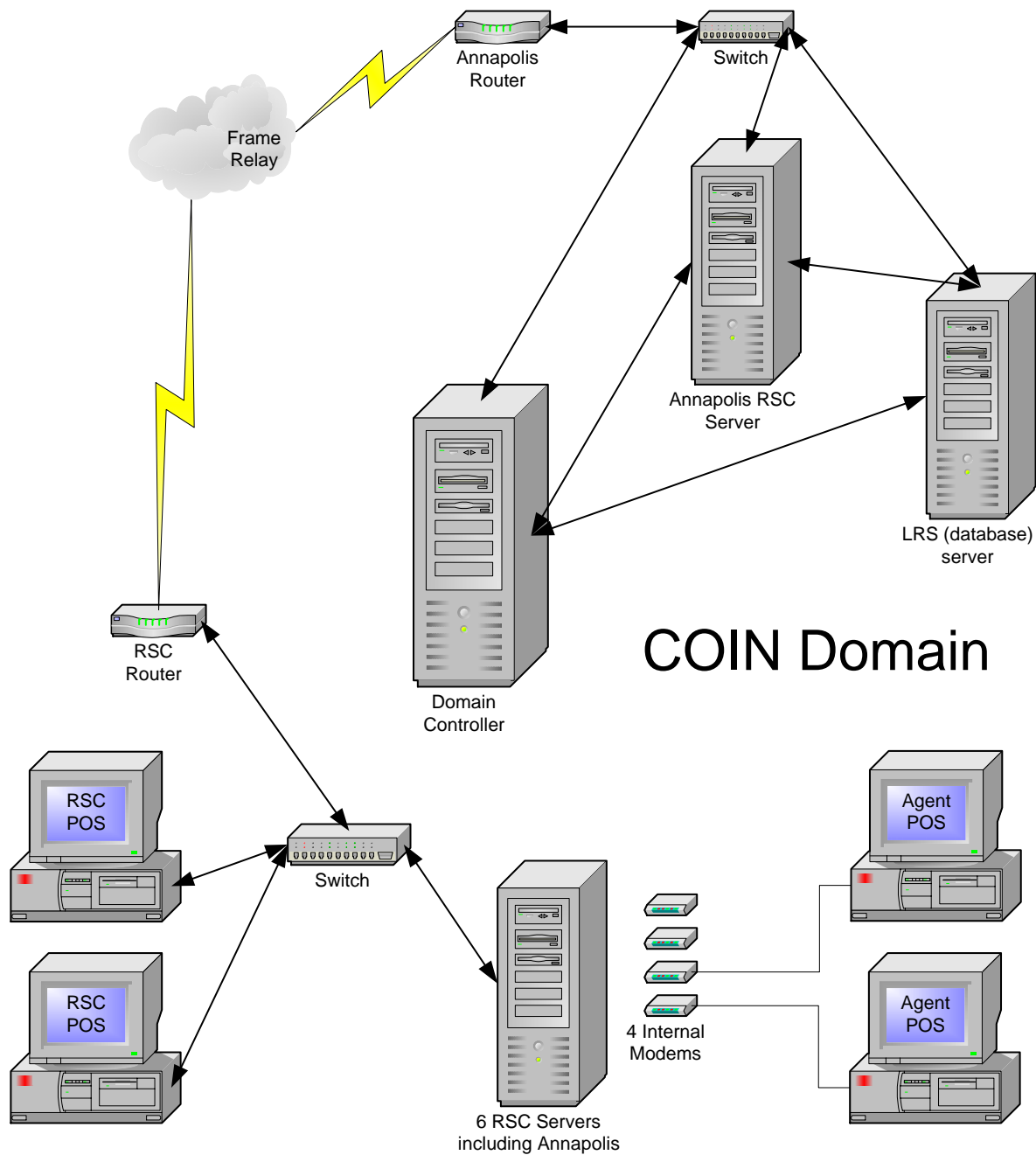


EXHIBIT B – COIN 2005 HELP DESK INCIDENT SUMMARY

The following chart was summarized by DNR from a detailed report provided by the incumbent COIN support Contractor containing all COIN related incidents logged into the Contractor's incident tracking system during the 2005 calendar year.

COIN Incidents logged by Support Contractor in 2005		
HW Replacements		
6	CPU Replacements	Contractor sent a spare CPU to agent or RSC.
4	Printer Replacements	Contractor sent a spare printer to agent or RSC.
2	Monitor Replacements	Contractor sent a spare monitor to agent or RSC.
5	Keyboard Replacements	Contractor sent a spare keyboard to agent or RSC.
17	Total Number of HW Replacements	
Other Incidents (not involving hardware replacement)		
34	CPU Problems	Computer problems reported by agents
27	Printer Problems	Printer problems reported by agents.
7	Monitor Problems	Monitor problems reported by agents.
22	Keyboard Problems	Keyboard problems reported by agents.
23	Procedural (Contractor)	Request from agents for procedural assistance.
9	Procedural (LRS)	Request from agents for procedural assistance that were re-directed to LRS.
15	Agent Connections	Request from agents with connection problems.
1	COIN Questions	Request for answers on different types of COIN issues.
12	COIN Miscellaneous	Request for assistance on resolving various types of issues in COIN.
1	COIN Software Release	Request for assistance on software releases.
3	Sport License Data Issues	Request for assistance with Sport License data problems.
1	Commercial Fish Data Issues	Request for assistance with Commercial Fishing data problems.
3	Vessel Data Issues	Request for assistance with Vessel data problems.
158	Total Number of Non-HW replacement incidents	
175	Total Number of Incidents logged by the Contractor in 2005	

EXHIBIT C – COIN EQUIPMENT

Qty	Item	Description
1	COINDC Server – Domain Controller	Dell PowerEdge 4600, dual 3 ghz, 2 GB memory. Maintained by DNR
1	LRS Server – holds COIN databases	Dell PowerEdge 4600, dual 3 ghz, 2 GB memory. Hardware maintained by DNR
8	RSC Server	Dell PowerEdge 300SC, 800 mhz Pentium III Processor 256 MB Memory, 10 GIG Hard Drive/CD-Rom Drive Intel Pro100+ Network Card, 3.5in. 144mb Floppy Disk Drive 15” Color Monitor, Standard Keyboard, Logitech Mouse PV100T IDE Tape Drive, MS Windows 2000 Server OS Surge Station PRO8T2 Suppressor, AccelePort RAS Digi Card
8	Agent/RSC Printer	APC Smart UPS 1400
374	Agent POS Workstation	Dell OptiPlex GX150, 1.0 ghz Celeron Processor, 64 MB Memory, 20 GIG Hard Drive, Integrated Modem and Network Card 15” Color Monitor, Dell 2 Button Mouse MS Windows 2000 Professional OS, Surge Station PRO8T2 Suppressor
26	RSC POS Workstation	Same as above (Agent POS Workstation) with the following accessories: Symbol Spark Handheld 2D Scanner - LS 1000 Epson Receipt/Validation Printer M133A; Cash drawer Note: For these accessories, Contractor is responsible for troubleshooting problems only. DNR is responsible for replacements.
400	Agent/RSC Custom Keyboard	PREH POS Keyboards with magnetic strip reader PREH Color Keycaps, PREH Cables
400	Agent/RSC Printer	HP LaserJet 1200se, Parallel Printer Cables

Location	RSC Servers	POS Desktops	Comments
Annapolis RSC	1	6	
Belair RSC	1	3	
Centreville RSC	1	3	
Cumberland RSC	1	3	
Dundalk RSC	0	2	
Prince Frederick RSC	1	3	
Salisbury RSC	1	3	
Annapolis LRS Headquarters	1	4	Test machines
Contractor	1	1	Test machines
Agents	0	271	270 in MD, 1 in DE
Total Equipment in Use	8	299	
DNR - spares	0	78	
Contractor - spares	0	19	
Total Spares	0	97	

EXHIBIT D – COIN SOFTWARE

RSC Servers:

Microsoft Windows Server 2000 (Service Pack 4)

Microsoft SQL Server 2000 (server version)

Sybase IAnywhere RemoteWare 4.0 (server portion)

Symantec/Norton AntiVirus Server – 8.x (installed and maintained by DNR)

PowerChute 5.2.1 (UPS software)

RSC POS workstations:

Microsoft Windows 2000 Professional (Service Pack 4)

Microsoft SQL Server 2000 (client version)

Sybase IAnywhere RemoteWare 4.0 (client portion)

Symantec/Norton AntiVirus Client – 8.x (installed and maintained by DNR)

COIN Administration application

COIN Agent application

Agent workstations:

Microsoft Windows 2000 Professional (Service Pack 2)

Sybase Adaptive Server Anywhere version 6.0

Sybase IAnywhere RemoteWare 4.0 (client portion)

COIN Agent application

LRS Server: (Contractor only responsible for COIN application and a shared responsibility with DNR for the COIN production database):

Microsoft Windows Server 2000 (Service Pack 4)

Microsoft SQL Server 2000 (server version)

Symantec AntiVirus Server – 8.x (installed and maintained by DNR)

COIN application production database

COIN application test databases

Misc:

Sybase PowerBuilder 6.5 – Needed by Contractor to maintain/enhance COIN application